REMARKS

In the Office Action mailed January 12, 2006, the second claim 4 was objected to as having a duplicate claim number; claims 12, 13, 21, 22, 29 and 30 were rejected under 35 U.S.C. §112, second paragraph, as being indefinite; claims 1, 4, 7-11, 14, 16-20 and 23-28 were rejected under §102(b) as being anticipated by Ofer; claims 2, 3, 15 and 16 were rejected under §103 as being unpatentable over Ofer in view of Beardsley; and claims 5 and 6 were objected to as being dependent on a rejected base claim but otherwise allowable.

The typographical error in the second claim 4 has been corrected.

The Applicant respectfully traverses the §112 rejections. As noted in the Office Action, destage "mode" is defined in the specification as the destage to write request ratio. Consequently, one need only refer back to the specification for the meaning and it is not necessary to restate the definition in the claims in order for the claims to be definite.

The Applicant also respectfully traverses the §102(b) rejections and submits that many of the references to Ofer do not, in fact, teach what the Examiner asserts. In paragraph 2.a.ii. of the Office Action, Col. 3, lines 7-12 is cited for the proposition that Ofer teaches elements of claims 1 and 23, including "establishing an initial destage mode whereby data is destaged from a portion of the temporary storage to the corresponding rank at a predetermined rate relative to the rate at which host write requests are processed and stored in the temporary storage [emphasis added]." However, a fuller reading of that paragraph shows that it is referring to read operations (line 7), not the write and destage operations to which the present invention is directed. Therefore, this reference is inapplicable to the claims. Moreover, Ofer fails to disclose or suggest establishing or modifying a "ratio of destages per write request processed"; that is, Ofer does not employ a "destage mode" as does the present invention. Rather, the host in Ofer merely regulates the speed at which writes are transmitted (in bytes per second; Col. 4, line 42-44), with no relationship to how fast they are processed. The same reasoning also applies to the reference to Ofer, Col. 3, lines 26-36, in paragraph 2.a.ii. of the Office Action. Consequently, Ofer does not anticipate claims 1 or 23.

With respect to claims 7, 17 and 25, the reference to Ofer, Col. 4, lines 15-25, in paragraph 2.c.vii. of the Office Action is also inapplicable because the undersigned can

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find no reference in Ofer to "path length processes". These are processes, which are among workload characteristics which are evaluated, are described in Paragraph 16 of the Application as activities which may temporarily delay destaging. The recited paragraph in Ofer merely describes how the host determines how many more writes can be made to the cache and does not anticipate these claims.

With respect to claims 10, 20 and 28 (paragraph 2.f.x. of the Office Action), because Ofer does not disclose the use of a destage mode, as claimed in the present invention, it cannot modify the destage mode. Therefore, Ofer does not anticipate these claims.

For the same reasons given above with respect to other claims, claim 14 is also not anticipated by Ofer as asserted in paragraph 2.h. of the Office Action.

Because the independent claims are believed to be unanticipated and allowable over Ofer, dependent claims 2, 3, 15 and 16 are not rendered obvious by a combination of Ofer and Beardsley.

The Applicant also respectfully asserts that the other dependent claims are further allowable based on the allowability of the respective independent claims.

For the foregoing reasons, the claims are believed to be allowable, the Application is believed to be in condition for allowance and a favorable Office Action is requested. The Examiner is encouraged to contact the undersigned by telephone if a conversation would expedite prosecution of this case.

This constitutes a request for any needed extension of time. No fee is believed to be due in this instance. The undersigned hereby authorizes the charge of any deficiency of fees submitted herewith, or the credit of any overpayment, to deposit account number 09-0449.

Respectfully Submitted,

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cc: IBM - Tucson